

AGREEMENT FOR 2004-2006

Between The

CITY OF MILWAUKEE

And

TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE

Effective January 1, 2004

TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE

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AGREEMENT
Between
CITY OF MILWAUKEE
And
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE
Effective January 1, 2004

PREAMBLE

This agreement is made at Milwaukee, Wisconsin, pursuant to Section 111.70, Wisconsin Statutes, by the CITY OF MILWAUKEE, as municipal employer, referred to as the "City", and TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE as representative of the persons listed in Article 2, who are employed by the City of Milwaukee, referred to as "Union" or as "TEAM".

The parties desire to reach an amicable and complete agreement with respect to the employer-employee relationship which exists between them and covering rates of pay, hours of work and conditions of employment.

The parties acknowledge this agreement is the result of the unlimited right and opportunity afforded to each to make any demands and proposals with respect to rates of pay, hours of work and conditions of employment and incidental related matters.

ARTICLE 1

DURATION

This agreement shall remain in effect commencing at 12:01 a.m. on January 1, 2004, and terminating at 12:01 a.m. on January 1, 2007. Either party may reopen the contract by notice served upon the other not earlier than June 15, 2006, nor later than July 15, 2006, indicating areas in a succeeding contract in which the party requests changes.

ARTICLE 2

RECOGNITION

- A. The City recognizes the Union as the exclusive collective bargaining agent on the subjects of wages, hours and conditions of employment for employees who are in classifications covered by the appropriate bargaining unit certification of the Wisconsin Employment

Relations Commission as of January 1, 2004.

The job titles of positions in TEAM are:

Engineering Technician IV, V and VI
Plan Examiner II and III
Architectural Designer I and II
Civil Engineer I, II, III and IV
Electrical Engineer I, II and III
Mechanical Engineer I, II and III
Traffic Control Engineer I, II and III
Architect III
House Services Supervisor
Assessment Technician I and II
Parking Operations Coordinator
Parking Operations Assistant
Facilities Construction Project Coordinator
Methods and Standards Engineer

This provision describes the bargaining representative and the bargaining unit covered by this agreement and has no other purpose.

- B. If a consolidation occurs in any City department or between City departments or units thereof, whose employees in whole or in part are within TEAM, and the consolidation combines into a single bargaining unit positions which were formerly in other bargaining units, the City or the Union may request that the Wisconsin Employment Relations Commission conduct a new representation election.
- C. If new positions are created by the City which are not the result of department consolidation or merger and which would be embraced within the bargaining unit, the employees appointed to such positions shall be deemed to be members of the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

It is the prerogative of the City to determine the mission of the City and its departments, to determine the means, manpower and procedures by which such mission will be accomplished, and to manage its affairs in all respects. The powers which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.

The Union specifically recognizes:

1. The exclusive right of the City to establish reasonable work rules. Any dispute as to reasonableness may be submitted to fact-finding under s111.70, Stats.
2. That the City has the right to schedule regular and overtime work as it deems most advantageous.
3. That the City reserves the right to discipline or discharge for cause. When it becomes necessary to institute disciplinary action, terminate, or discharge an employee who is a member of the bargaining unit, the City will give notice to the Union before taking action, except when in the judgment of the supervisor emergency action is necessary. In such cases, the Union will be notified as soon as practicable after the action has taken place. This provision has no application to a situation in which a warning letter is issued to an employee. The purpose of a warning letter is to notify the employee to correct deficiencies in conduct or job performance before discipline becomes necessary. Further, this provision is not to be construed as requiring a meeting with the Union except as provided in the grievance procedure of the contract. Notice for non-emergency disciplinary situations shall be given, if during business hours, by the most expeditious means, to the Union. Thereafter the notice is to be confirmed in writing within forty-eight (48) hours and if not during normal business hours, notice shall be given or confirmed on the next business day.
4. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond its control or where continuation of work would be wasteful.
5. That the City has rights and obligations in contracting for matters relating to municipal operations and the City may contract or subcontract any part of its work without violation of its obligations to the Union or its members. The right of contracting or subcontracting is vested in the City. Except in cases which it deems to be an emergency, the City will give reasonable and timely notice of and discuss with the Union any proposed contracting or subcontracting. The right to contract or subcontract shall not be used to undermine the Union or to discriminate against

its members. The City will not lay off employees who have completed probation and have regular civil service status because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage. It shall not be considered a layoff if employees are transferred or given other duties at the same pay.

6. The City will give the Union reasonable and timely notice in cases in which TEAM personnel are affected in the merger or separation of City departments and will afford the Union an opportunity to present its position with respect to the City's action.
7. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
8. Warning notices, management-employee conferences concerning performance, attendance or punctuality, sick leave control letters; any discipline of less than one (1) day suspension or termination of employees serving an initial probationary period; or determination of injury pay benefits shall not be subject to the grievance or arbitration procedure.

ARTICLE 4

UNION RIGHTS AND OBLIGATIONS

The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents. The Union recognizes the right of the City to utilize the services of volunteers or other persons who are not paid by the City as the City deems best serve its interests.

A. Union Business and Union Meetings

No Union member shall conduct Union business on City time except as specified in this agreement. No Union meeting shall be held on City time.

B. Bulletin Boards

The City will furnish for the Union one bulletin board at each of the agreed locations. The board shall be used only for notices of Union recreational and social affairs, meetings, elections, and reports of committees. Notices shall not contain anything political, controversial, or reflecting upon the City, its employees, or labor organization. Any Union-authorized violation of this section shall entitle the City to cancel this section and remove the bulletin boards.

C. Pay for Union Negotiators

1. Union Negotiations

The Union shall submit the names of its negotiators to the City Labor Negotiator sufficiently in advance of regularly scheduled meetings to permit notification of the appropriate City departments. TEAM's bargaining representatives shall be paid regular base salary for time spent in negotiations during regular working hours, plus reasonable travel time from site of employment to site of meeting.

Negotiations shall not be unnecessarily protracted and shall be carried on during non-working hours when possible.

2. WERC Hearings

- a. The Union shall advise the City of the names of the members of its Executive Board. Such members, in aggregate, shall be entitled to 40 hours paid time off during the term of this Agreement, subject to the terms and conditions provided in subsections b. through e., inclusive, of this section, below.
- b. Such paid time off shall be limited to time spent during such members' regularly scheduled hours of work in hearings related to unit clarifications, declaratory rulings or prohibited practices conducted by the Wisconsin Employment Relations Commission or any member or members thereof or any member of its staff or individual designated by the Commission so long as such hearings directly affect any position currently covered by the

Union.

- c. Except for hearings that are scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide the City Labor Negotiator with seven calendar days' written notice of the members to be released for such hearings or meetings. For hearings scheduled by the WERC with less than 10 calendar days' advance notice, the Union shall provide at least 48 hours' advance notice.
- d. Employees on overtime assignment shall not be entitled to paid time off under the provisions of this Article.
- e. Reimbursement
Each month the Union shall reimburse the City an amount equivalent to the base salary paid members during such month under the provisions of Article 4.C.2..

D. Check Off of Union Dues

For each non-probationary employee in TEAM, City will honor a statutorily acceptable dues check off request during the term of this agreement or any extension thereof. The City will pay amounts deducted from the employee's earnings to the treasurer of the Union within ten days after the pay day on which the deduction was made, together with a list of employees from whose pay the deduction was made.

E. Fair Share Deductions

For each non-probationary employee in TEAM who has not submitted a dues check off request, the City, during the term of this agreement or any extension thereof, will deduct from the pay of such employee and remit to the Union as above an amount which the Union certifies is the pro rata cost to the Union of negotiating and administering the labor agreement. Such sum shall not exceed dues the employee would be required to pay had the employee executed a check off request.

Changes in dues or fair share amounts to be deducted shall be certified by the Union at least four weeks before the start of the pay period the changed deduction is to be effective.

The dues or fair share deductions will be paid to the Union which represents the employee the majority of his time in the pay period. If the time is equal, the dues or fair share deductions will be made to the Union representing the employee the majority of time in the last week of the pay period.

ARTICLE 5

PROHIBITION OF STRIKES AND LOCKOUTS

Neither the Union nor any member thereof shall cause nor counsel any of its members to strike nor shall it cause them either directly or indirectly to commit any concerted work stoppage, slowdown or refusal to perform assigned duties. Any employee who commits any of the acts prohibited in this section is subject to discharge, or other disciplinary action, including loss of compensation, vacation benefits and holiday pay as determined by the City.

If a wildcat strike occurs, the Union agrees to take all reasonable action to secure the members' return to work as promptly as possible, including issuing a written order to that effect upon request of the City Labor Negotiator. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized the strike.

The City shall not lock out employees. The inability to work because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees inability to work shall not be deemed a lockout.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Only matters involving the interpretation, application or enforcement of this agreement shall constitute a grievance under this Article.

Step #1.	An employee having a grievance shall, either alone or accompanied
(Oral/	by a Union representative, first orally present the grievance to the
Management	immediate management supervisor within fifteen days
Supervisor)	after the employee knew or should have known of the occurrence.

- Step #2. If the grievance is not settled at the first step, within ten
(Written/ days after the grievance is orally presented, it shall be reduced to
Division Head) writing and presented to the Division Head or designee. The written
grievance shall be presented within ten days after the completion of Step
One. Within ten days of receipt of the written grievance, the Division Head
or designee shall furnish the employee and the Union president with a
written answer to the grievance.
- Step #3. If the grievance is not settled at the second step, the Union
(Department may appeal in writing within ten days to the Department Head or designee,
Head) who may confer with the employee and the Union before
making a decision. Such decision shall be submitted in writing to the
employee and the Union within ten days after receipt of the appeal.
When a hearing is held at the third step of the grievance procedure, an
employee who has filed a grievance and the Union representative or
member whose presence is required for giving testimony shall be given
direct notification one day before such a meeting is held. The Union may
waive this requirement.
If the grievance is not settled at the third step, then the Union may
proceed to the next step as provided.
- Step #4. If the answer of the Department Head or designee regards a matter
(Labor which can be submitted to final and binding arbitration and is
Negotiator) unsatisfactory to the Union, the Union may advance to arbitration a third
step decision, under the criteria it shall be reviewed at a meeting between
the Labor Negotiator or designee, and the president of the Union or
designee, held periodically for that purpose. The parties are empowered to
settle the grievance and no further step in the arbitration process shall occur
until such meeting has been held or the parties have waived such meeting in
writing.

- B. Each written grievance shall set forth on the form prescribed (1) the specific rule or provision of the agreement claimed to have been violated; (2) the time, place and circumstances and (3) a specific requested remedy.
- C. Except as otherwise stated herein, no claim of violation of the Management Rights clause shall be regarded as a grievance.
- D. "Days" as used in this article means working days.
- E. Any grievance which the Union does not elect to advance within the prescribed period shall be deemed settled on the basis of the last answer which the City gave in the last completed step of the procedure unless the parties have, in writing, in unusual circumstances, agreed to an extension of time for a definite period or have waived the step completely.

ARTICLE 7

ARBITRATION

- A. No issue may be the subject of arbitration unless arbitration is requested in writing within the later of 120 working days following the occurrence which gives rise to the issue or 10 working days after completion of the last step of any grievance procedure commenced within the 120 days.

Arbitration may be initiated by the Union serving upon the City's Labor Negotiator a notice in writing of its intent to proceed to arbitration. The notice shall identify the contract provision listed in the original grievance upon which the Union relies, the grievance or grievances, the department and the employees involved.

Unless the parties can, within five working days following the receipt of such written notice, agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall, within five working days of the receipt of said list, meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. The City shall strike first.

If either party desires a panel of three arbitrators, each party shall, within five working days of the request to proceed to arbitration, appoint one arbitrator and the two arbitrators so appointed shall agree on a neutral person to serve as the third arbitrator and chairman of the arbitration panel. If they cannot agree, the third arbitrator shall be selected by the parties in the same manner as a single arbitrator.

The term "arbitrator" refers either to a single arbitrator or a panel of arbitrators. The following subjects are not subject to arbitration:

1. Provisions of the agreement which affect the obligations of the City under Wisconsin Statutes or make the performance of such obligations more difficult.
2. Disputes regarding classifications of positions, promotions of employees and elimination of positions, except as provided in the contracting and subcontracting provisions.
3. Any pension matter.
4. Sick Leave Control Letters.
5. Determinations of Injury Pay Benefits.
6. Any discipline or discharge of employees serving an initial probationary period.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting wages, hours and conditions of employment.

No issue shall be subject to arbitration unless it results from an occurrence which takes place following the execution of this agreement and no arbitration determination shall cover any period of time prior to the date of execution of this agreement.

- B. In addition to all matters presently subject to arbitration, the Union shall have the right to submit all matters of discipline and discharge to arbitration in the same manner as now is being done for other arbitrable issues. If an employee elects to have their discipline or discharge case heard by the City Service Commission under the provisions of Section

63.43 or alternate procedures covered by Section 63.44 of the Wisconsin Statutes, the employee will be said to have waived their right to arbitration.

- C. The arbitrator shall hold a hearing at a time and place convenient to the parties within ten working days of the notification of his selection, unless otherwise agreed upon by the parties. The arbitrator shall take such evidence as in his judgment is appropriate. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have authority to determine whether the dispute is arbitrable under this agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the dispute.

The provisions of SS788.06 and 788.07 of the Wisconsin Statutes shall apply to the receiving of evidence. The arbitration award shall be reduced to writing, subject to SS788.08 through 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated in any arbitration under this agreement.

- D. The arbitrator shall not modify the language of this agreement in determining any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or decreases.
- E. The arbitrator shall be confined to the issue submitted for arbitration and shall not express opinions which are not appropriate in determining the question submitted unless requested to do so by both parties.
- F. All expenses involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- G. The provisions of this article shall not apply to proceedings initiated under S111.70(4)(cm)6 (the "Mediation - Arbitration" provisions) of the Wisconsin Statutes.

ARTICLE 8

HOURS OF WORK

This Article defines the normal hours of work per day and per week in effect at the time of execution of this Agreement. The City may restructure the normal workday or work week as it deems will best serve its needs and may establish and change the work schedules.

This Agreement does not guarantee or limit the number of hours to be worked.

The City may if it deems necessary reduce the normal hours of work. Salary schedules and all employee benefits expressed in days shall be adjusted proportionately for the period such reduction remains in effect.

A. Work Day and Work Week

The "normal work day" is eight hours running from the time established by general rule or individual assignment by departmental managers and excluding an unpaid lunch break.

The "work week" is five workdays during each calendar week.

B. When Employee Sent Home

Any full time employee who reports for work and is sent home by the City due to lack of work, inclement weather or for any other reason, shall be paid for all work time, but not less than two hours pay at the regular rate.

C. Owed Time

An employee who is officially excused before the end of his or her normal shift because of inclement weather or civil disturbance which makes the work hazardous or unproductive shall be paid for such excused time and shall be said to owe the time to the City.

Such "Owed time" constitutes a debt of the employee to the City. If the employee fails without reasonable excuse to discharge the debt by performing overtime assignments offered by the City, the debt shall be deducted from the employee's pay for the period in which the overtime was offered. Any remainder of unpaid "owed time" shall be deducted from pay due to an employee at the time of termination or when the employee transfers to a new City unit.

When an employee makes up "owed time" the rate of pay shall be at the appropriate overtime rate.

ARTICLE 9

SALARY PROVISIONS

A. Base Salary

1. Effective Pay Period 1, 2004, the biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix A, which is attached to and incorporated by reference in this Agreement.
2. Effective Pay Period 1, 2005, the biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix B, which is attached to and incorporated by reference in this Agreement.
3. Effective Pay Period 1, 2006, the biweekly salaries paid to the employees covered by this Agreement shall be as set forth in Appendix C, which is attached to and incorporated by reference in this Agreement.
4. Unless otherwise specified, employees shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.
5. Where necessary to aid recruitment, the City may make reallocations or change recruitment rates. The City shall inform the union prior to implementing such changes.
6. The City reserves the right to request the City Service Commission to make classification changes but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.
7. Retroactive wage payments. The parties elect not to be bound by the required frequency of wage payment provision of 109.03, Wisconsin State Statutes, in respect to retroactive wages payable under the terms of this Agreement.

Retroactive wage payments under the terms of this Agreement shall be paid no later than 60 days from the execution date of this City/Union labor agreement. For purposes of this provision, the execution of this Agreement shall be defined as the date the resolution approving this Agreement has been approved by the Mayor.

8. Effective as soon as administratively practicable after the execution date of this agreement, the City shall provide a one-time \$100 non-pensionable lump sum payment to current City employees represented by the Union as of October 28, 2004 and seasonally laid off employees.

B. Technical "M" Ranges

1. Pay Range 620

- a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of the college credit requirements stated below.
- b. Engineering Technicians IV who complete at least one year of service in the fifth step of Pay Range 620 shall advance annually in Pay Range 620 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	30 credits or 8 yrs. of service and 15 credits.
M-2 (seventh step)	45 credits or 10 yrs. of service and 25 credits.
M-3 (eight step)	60 credits or 12 yrs. of service and 40 credits.

2. Pay Range 622

- a. Employees holding a Wisconsin license as a Professional Engineer, Registered Land Surveyor, or Registered Designer, shall advance annually through the "M" steps in lieu of college credit requirements stated below.
- b. Engineering Technicians V who complete at least one year of service in the fifth step of Pay Range 622 shall advance annually in Pay Range 622 "M" steps on their anniversary date, provided they meet the following criteria:

<u>"M" Step</u>	<u>Criteria Needed</u>
M-1 (sixth step)	60 credits or 14 yrs. of service and 40 credits
M-2 (seventh step)	75 credits or 16 yrs. of service and 55 credits.

3. In determining whether an employee is eligible for an "M" step as specified in 9.B.1.b. and 9.B.2.b., the City shall use the criteria option of credits only or a combination of credits and years of service that is most beneficial to the Engineering Technician IV or V.
4. Years of Service as stated herein means years of service with the City.
5. Credits allowed to meet the criteria for M-step advancement will be as follows:
 - a. Engineering-related:
Credits obtained in the engineering curriculum of any college or university accredited by the North Central Association of Colleges and Secondary Schools or credits obtained in college-level engineering technology courses in two-year associate degree programs at technical colleges, junior colleges and institutes.
 - b. Non-Engineering Related:
Credits obtained from any college, university or institute accredited by the North Central Association of Colleges and Secondary Schools.
 - c. Of the total credits needed as specified in B.1.b. and B.2.b. above, the following minimum number of credits (cr) must be in engineering - related (E) courses as specified below. In addition, the following minimum number of credits (cr) must

be in either job related (J) or additional engineering-related courses, as specified below. The remainder of the total credits may be in other (O) college credit courses or additional engineering-related (E) or additional job-related (J) courses.

(1) Pay Range 620

	<u>CREDITS ONLY</u>	<u>CREDITS & EXPERIENCE</u>
M-1 (sixth step)	21 cr. - E 3 cr. - J or E <u>6 cr. - O, J or E</u> 30 cr. - Total	9 cr. - E 2 cr. - J or E <u>4 cr. - O, J or E</u> 15 cr. - Total
M-2 (seventh step)	28 cr. - E 6 cr. - J or E <u>11 cr. - O, J or E</u> 45 cr. - Total	15 cr. - E 4 cr. - J or E <u>6 cr. - O, J or E</u> 25 cr. - Total
M-3 (eight step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u> 60 cr. - Total	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u> 40 cr. - Total

(2) Pay Range 622

	<u>CREDITS ONLY</u>	<u>CREDITS & EXPERIENCE</u>
M-1 (six step)	36 cr. - E 9 cr. - J or E <u>15 cr. - O, J or E</u> 60 cr. - Total	24 cr. - E 6 cr. - J or E <u>10 cr. - O, J or E</u> 40 cr. - Total
M-2 (seventh step)	45 cr. - E 12 cr. - J or E <u>18 cr. - O, J or E</u> 75 cr. - Total	33 cr. - E 8 cr. - J or E <u>14 cr. - O, J or E</u> 55 cr. - Total

(3) A Joint Union/Management Committee consisting of an equal number of

Union and Management members and a Department of Employee Relations (DER) designated M-step administrator shall be established. When a question of eligibility occurs relating to a specific course in areas of Communication, Computer Science, Business Law, Law/Real Estate, and/or Statistics - Statistical Process Control (SPC), such Committee shall meet to determine the eligibility of such course.

C. Shift and Weekend Differential Pay

1. To be eligible for shift or weekend differential on his/her regular workday, an employee shall be required to work at least four hours of such regular workday on the second or third shift or a weekend. When the employee meets this requirement, the differential shall be paid for all hours worked on that regular workday.
2. Shift differential shall be paid for authorized work performed on the employee's regular workday that occurs on a shift eligible for shift differential as follows:

2nd shift	3:00 p.m. - 11:00 p.m.
3rd shift	11:00 p.m. - 7:00 a.m.
3. Weekend Differential shall be paid for authorized work performed on the employee's regular workday that falls on a Saturday or Sunday.
4. Shift and Weekend Differentials are as follows:

2nd shift	\$0.40 per hour
3rd shift	\$0.45 per hour
Saturdays	\$0.50 per hour
Sundays and Holidays	\$0.60 per hour
5. An employee performing work compensated under the OVERTIME Article of this Agreement shall not receive shift or weekend differential pay for the same hours regardless of the period worked.
6. Shift and weekend differential will be paid only for work performed by an employee during his/her regular assignments and for hours of paid vacation,

personal days, holidays, sick leave, paid holidays or funeral leave, when the employee's regular assignment at the time of such paid time off qualifies him/her for shift or weekend differential.

D. Overtime

1. Overtime is assigned work performed in addition to the 8-hour shift or in excess of the hours defined in the HOURS OF WORK provision of this Agreement or for work performed on holidays, which is compensated in extra time off or in extra pay, except that hours worked in excess of the 8-hour shift or in excess of the hours defined in the Hours of Work provision that are worked to make up time lost within the week (or pay period for FLSA exempt employees) as mutually agreed to by the employee and City shall not be considered overtime.
2. Overtime shall be compensated at the rate of one and one-half (1.5) times the overtime hours actually worked in either compensatory time off or cash at the discretion of the City.
3. The accumulated credit for each employee shall not exceed 120 hours worked, which is equivalent on a time and one-half basis to 180 hours taken off.
4. Special Overtime Compensation
 - a. On any continuous time worked in excess of 12 hours, 25 cents shall be added to the base pay and the employee compensated at the rate of one and one-half hours in cash.
 - b. For non-scheduled overtime hours which the employee is required to work on Sundays and on holidays designated in the Agreement, the employee shall be compensated at the rate of one and three-quarters times his/her regular rate in cash. Hours of work affected by this paragraph shall be hours of work which fall within the calendar day of the Sunday or Holiday.
5. Application of this Article shall not allow pyramiding of overtime.
6. Any full-time employee who reports for overtime work and who is sent home due to lack of work, inclement weather or a decision by the City not to continue work

for any reason, shall be paid for hours worked, but not less than two hours' pay at his or her overtime rate.

7. Payments made under this Article shall not be included in the determination of pension benefits or other fringe benefits.

E. Call-In-Pay

Any employee who reports to work for an emergency overtime assignment lasting less than three hours is entitled to three hours reporting pay at a rate of one and one-half times the regular rate of pay, which the City shall pay in cash or in compensatory time off.

ARTICLE 10

PAY FOR TIME NOT WORKED

A. Vacation

1. An employee shall earn vacation time in the following manner from his/her last anniversary date:
 - a. One day per month, with a maximum of 10 days per calendar year for employees with less than 5 years' creditable service;
 - b. One and one-half days per month with a maximum of 15 days per calendar year for employees with at least 5 but less than 10 years of creditable service;
 - c. Two (2) days per month with a maximum of 20 days per calendar year for employees with at least 10 but less than 15 years of creditable service;
 - d. Two and one-half (2.5) days per month with a maximum of 25 days per calendar year for employees with at least 15, but less than 22 years of creditable service.
 - e. Three (3) days per month with a maximum of 30 days per calendar year for employees with at least 22 years of creditable service.
2. Annual vacation time taken, except for separation from service as provided in subsection 6, shall be limited to the maximums noted above.

3. Vacations shall be taken on a fiscal year basis rather than a calendar year basis. For purposes of this Article, fiscal year shall be defined as Pay Periods 1-26 or 1-27, whichever is appropriate.
4. The anniversary date for vacation eligibility will not change after an employee achieves regular Civil Service employment status. The freezing of the anniversary date for vacation eligibility purposes will neither diminish nor increase vacation days earned.
5. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment, but accumulations shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after six (6) months of service, be allowed vacation within the year of appointment if the convenience of the service would be promoted. If the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned, and payments made during the vacation period shall be deducted upon termination of employment. Employees who are not expected by the department head to work 12 consecutive months shall be eligible for vacation only after completing twelve (12) months of service.
6. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff, or death will have the compensation for vacation time owed the City deducted from the final payroll. Any employee who leaves the service of the City due to resignation, retirement, layoff, or death, or who takes military leave, will be paid for earned vacation time that has accumulated. A discharged employee is not entitled to pay for accumulated vacation time.
7. The City will schedule vacations in accordance with departmental requirements. It will make every reasonable effort to avoid changes in an employee's work schedule

which would require an employee to work during a previously scheduled vacation of five days or more duration.

8. Except as set forth below, a vacation not taken in the year following the employee's anniversary date of the year when it is earned is forfeited. An employee will be allowed to carry over into an ensuing fiscal year up to one week (five days) of accrued vacation. Carried-over vacation entitlement shall be utilized within the ensuing fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled vacations for the current year.

B. Personal Days

1. Employees on the payroll or on leave of absence, or who were working toward year-around employment as of January 1, 1963, shall be entitled to five workdays off annually. Such off days shall be earned at the rate of one-half day for each month worked, the total time not to exceed five workdays.
2. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1964, shall be entitled to four workdays off annually. These days off shall not apply to the employees in 1. above. Such off days shall be earned at the rate of .4 days for each month worked, the total time not to exceed four days.
3. Employees on the payroll, on leave of absence, or who were working toward year-around employment as of January 1, 1969 and thereafter shall be entitled to two workdays off annually. These days off shall not apply to the employees in 1. and 2. above. Such off days shall be earned at the rate of .2 days for each month worked, the total time not to exceed two days.
4. Personal days may be scheduled and used the same as vacation days with the approval of the department head.

C. Holidays

1. The holidays for which an employee receives pay at regular rate without working

are:

New Year's Day (January 1)
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (The fourth Thursday in November or the day approved by the Governor of Wisconsin as the day of public thanksgiving in each year)
The day after Thanksgiving
Christmas Eve
Christmas Day (December 25)
New Year's Eve
The third Monday of January to commemorate Dr. Martin Luther King's birthday.

2. If any holiday enumerated in subsection 1. falls on Saturday or Sunday, the City shall move the holiday to the preceding or subsequent work day normally scheduled and that day shall constitute the holiday.
3. The City retains the right to schedule and to require an employee to work on a holiday. An employee required to work on a holiday shall receive in addition to holiday pay as such, time and one-half the regular pay either in cash or compensatory time off for each hour worked.
4. If the State of Wisconsin adopts a statute under which some or all of the above enumerated holidays are established or observed as so-called "Monday" holidays, the City will move to observe the law but the operation of the law shall not increase or diminish the number of holidays with pay granted annually.

ARTICLE 11

SICK LEAVE AND DISABILITY

A. Sick Leave

1. "Sick leave" means all necessary absence from duty because of illness, bodily injury or exposure to contagious disease. Sick leave benefits are limited to the period of time the employee would have worked in accordance with the HOURS OF WORK provision of this Agreement.
2. a. Eligibility for sick leave begins after six months actual service following

regular appointment but accumulations shall be retroactive to the time of regular appointment.

- b. Whenever an employee eligible for sick leave allowance leaves one unit of city government by certification of transfer and accepts service in a position in another, obligations for any accumulated sick leave allowance shall be assumed by the new unit. Separation from service by resignation or for cause shall cancel all unused accumulated sick leave allowances.

Whenever a permanent employee is laid off due to lack of work or lack of funds, any unused accumulated sick leave shall continue in effect if the employee is rehired by any city department within three years.

- 3. Permanent full-time employees shall earn sick leave with pay at the rate of one and one-quarter working days for each month of active service or 4.6 working hours for each two weeks of active service. Employees who work an average of twenty hours per week on a year-round basis in positions which are budgeted at half-time or more, shall earn sick leave at the rate of .625 working days for each month of service or 2.3 working hours for each two weeks of service.
- 4. Sick leave allowance which accumulates up to 120 working days shall be credited to employees' "normal sick leave accounts" from which sick leave shall be granted with full pay.
- 5. Doctors certificate. Sick and disability leave with pay may be permitted for up to three consecutive days without requiring the employee to submit a doctor's certificate provided that the department head has other satisfactory evidence of bona fide illness or pregnancy related disability. When leave extends beyond three consecutive days adequate medical substantiation from a private physician or from a dentist certifying the nature and seriousness of the sickness or pregnancy-related disability, or the certificate of an authorized and recognized Christian Science practitioner certifying that the employee is under Christian Science treatment, shall be furnished to the department head. The City may require employees to provide

adequate medical substantiation for each absence, regardless of duration if it appears that the employee is misusing sick leave. The City shall not be responsible for the payment of any fee charged if the absence is shown to be a misuse of sick leave. When acceptable medical substantiation is required, the City may deny sick leave benefits for the absence requiring substantiation until the requirement is complied with.

B. Duty-Incurred Disability Pay

1. An employee with regular Civil Service status who sustains an injury covered by the Wisconsin Worker's Compensation Act may receive 70% of base salary as "injury pay" in lieu of worker's compensation for the period of disability caused by the injury, not to exceed 250 working days.
2. "Injury Pay" shall not be paid for more than 250 working days regardless of the number of compensable injuries sustained.
3. The City may deduct 30% of an employee's base salary for the period injury pay is received. This deduction shall not reduce the employees' pension benefits.
4. After "injury pay" benefits have been exhausted, an employee shall have the option of accepting sick leave benefits or Worker's Compensation temporary disability benefits. This option, which shall be exercised in writing, may be terminated without prejudice to temporary disability benefits under the Worker's Compensation Act. Such termination shall not be retroactive and any sick leave already used at the time of the termination of the option shall not be restored.
5. If the Internal Revenue Service determines that injury pay is taxable, beginning with the effective date of this determination, the City will no longer require the 30% deduction provided for in Section 3.

C. Reimbursement After Recovery From the Third Party

If the employee who has been paid sick leave or duty-incurred disability leave benefits recovers from a third party, the City shall have the right to recoup from the employee payments the City has made in accordance with the formula contained in S102.29 of the

Wisconsin Statutes, subject to a pro rata reduction for the employee's cost of effecting such third party recovery. Upon recovery of such net sums, it shall restore to the account of the employee, pro rata, the days which were charged as sick leave or duty-incurred disability.

D. Sick Leave Control Program

1. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2004 and ending Pay Period 26, 2006 except that any day earned in Trimester 3, 2006, may be used in 2007. Nothing herein shall be construed as requiring the City to continue the program for time periods after Pay Period 26, 2006.
2. The trimester periods are defined as follows:
Trimester 1 - Pay Period 1-9,
Trimester 2 - Pay Period 10-18,
Trimester 3 - Pay Period 19-26, or 19-27, if applicable.
3. An employee shall be eligible for a sick leave control incentive benefit only if:
 - (a) During the full term of the trimester, the employee did not use any sick leave, did not receive injury pay, was not on an unpaid leave of absence, was not suspended from duty for disciplinary reasons and did not take unpaid time off the payroll; and
 - (b) During the full term of the trimester, the employee was in active service; and
 - (c) At the beginning of the trimester, the employee had an amount of earned and unused sick leave credit in his/her sick leave account of 120 hours.
4. In each of the trimester periods set forth in subsections D.1. and D.2., above, that an employee is eligible for a sick leave control incentive benefit, he/she shall elect either a special incentive leave or special sick leave incentive payment:
 - (a) If an employee elects a special sick leave incentive payment, he/she shall be entitled to receive a lump-sum cash payment equivalent to eight hours of his/her base salary computed on the basis of his/her hourly base salary rate

in effect on the last day of the trimester for which the payment was earned. Such payment shall not be deemed part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall it be included in determination of pension benefits or any other benefits and/or compensation provided by the City. Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester Period in which they were earned.

- (b) If an employee elects a special incentive leave, he/she shall earn one day off with pay. This earned day off with pay must be taken off in full-day (eight-hour) increments and used by the employee in the remainder of the fiscal year. No deduction will be taken from the employee's sick leave account for each such off day taken. An off day earned in the last trimester may be used any time in the following fiscal year, at a time consistent with the requirements of department operations, taking into consideration the rights of employees who have scheduled time off for the current year. The earned day off shall be scheduled in accordance with departmental operations. For purposes of this paragraph, fiscal year shall be defined as Pay Periods 1-26 or 27, whichever is appropriate.

ARTICLE 12

LEAVES OF ABSENCE

A. Military Leave

- 1. Short Term Military Leave of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year
 - a. Subject to the terms and conditions provided under section 1.b. through d., below, an employee shall be entitled to time off with pay when required to take leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.

- b. Maximum Amount of Time Off With Pay
- 1) If training is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year. If civil disturbance leave is limited to a single period during a calendar year, said leave shall not exceed 15 successive calendar days, including Saturdays, Sundays and legal holidays during a calendar year.
 - 2) If training and/or civil disturbance leave is taken on an intermittent basis during a calendar year by permanent full-time employees whose normal hours of duty average 40 hours per week, said leave shall not exceed ten work days, including Saturdays, Sundays and legal holidays during a calendar year for training and ten work days, including Saturdays, Sundays and legal holidays, during a calendar year for civil disturbance duty. Said leave shall be granted by the head of the department in which the employee works upon presentation of satisfactory evidence of military, air force or naval authority to take such training.
- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes shall receive full City pay plus all military pay for duty covered under section 1.b., above. In all other cases, the employee agrees to allow a payroll adjustment to their biweekly pay check, deducting an amount equal to their military pay for duty (up to a maximum equal to the City pay received under section 1.b., and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce employee pension benefits.

- d. The time off with pay for short-term military leaves shall be granted only if the employee taking leave reports back for City employment at the beginning of the next regularly scheduled eight-hour work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following the employee's release from military duty.
- 2. Long Term Military Leaves of Absence - 90 Days or Longer Per Calendar Year
 - a. An employee who enlists or is inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commander-in-Chief, shall be granted a leave of absence during the period of such service.
 - b. Rights to all re-employment benefits shall be governed by the provisions of the Vietnam Era Veterans' Re-employment Rights Act, 38 U.S.C. Sec. 2021 et seq..
No lesser benefits and no greater benefits are hereby intended to be created.
- 3. An employee shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.
- 4. An employee shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; but time off with pay shall be granted only for examinations conducted by a United States military agency.
- 5. The City shall have the authority to establish rules and procedures that it deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, a requirement that an employee provide the City with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

B. Jury Duty Leave

1. Employees shall be granted time off with pay for reporting for jury duty or for jury service upon presentation of satisfactory evidence relating to this duty or service. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such duty or service performed on off-duty days) for such duty or service and to make no subsequent claim for it whatsoever. This deduction shall be administered so as not to reduce pension benefits. If the employee is excused from jury duty for all or part of a day, he shall, if his city work is available to him, report for the performance of his city duties for the remainder of said day.
2. An employee, who is under subpoena to appear as a witness in court as a direct result of an incident that occurred while the employee was working, shall be granted time off with pay for reporting for such appearance upon presentation of satisfactory evidence of such appearance. The employee agrees to allow a payroll adjustment to his/her biweekly paycheck, deducting an amount equal to his/her compensation received (exclusive of travel pay and compensation for such an appearance performed on off-duty days) for such an appearance.

C. Terminal Leave

An employee covered by this Agreement who retires under the provisions of the Employees Retirement System of Milwaukee (but excluding retirement on deferred or actuarially reduced pensions, as they are defined under the System) shall, upon retirement, be entitled to a lump sum payment equivalent to one eight-hour work shift's base salary for each one eight-hour work shift equivalent of the employee's earned and unused sick leave up to a maximum of thirty (30) eight-hour work shifts of pay.

Terminal Leave Compensation shall not be construed as affecting the employee's pension benefits. Any payments made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall the payments be included in establishing

pension benefits or payments.

Terminal Leave Compensation benefits shall be made as soon as is administratively possible after the employee's effective date of retirement.

An employee shall receive Terminal Leave Compensation only once during his/her lifetime.

D. Funeral Leave

1. DEFINITIONS:

- a. "Funeral Leave" is defined as absence from duty because of either a death in the employee's immediate family (as the term "immediate family" is hereinafter defined), or because of the death of one of the employee's grandparents.
- b. "Immediate family" is defined as the husband or wife, child, brother, sister, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild of the employee, whether or not such persons resided with the employee. The definition of "immediate family" shall include the employee's step-father, step-mother and step-children by virtue of his/her current spouse; during his/her lifetime, an employee's eligibility to use step-parent funeral leave benefits shall be limited to one step-father and one step-mother, regardless of the number of his/her step-parents. Effective December 5, 2004, the definition of "immediate family" shall include spouse's sibling's spouse in definition of brother-in-law and sister-in-law. Effective December 5, 2004, for purposes of the Funeral Leave Article only, the definition of "immediate family" shall include registered domestic partners of City employees if registered as such as provided under Chapter 111 of the Milwaukee Code of Ordinances.

2. In the case of a death in the employee's "immediate family", the employee shall be granted a leave of absence not to exceed three work days with pay; these work days shall be limited to work days falling within the ten consecutive calendar day period that begins on the day of death.

3. In the case of a death of one of the employee's grandparents, the employee may use one workday with pay to attend the funeral of that grandparent.
4. The Employee Relations Director is authorized and directed to administer the provisions of funeral leave and shall require a form approved by the City Service Commission to be submitted to the employee's immediate supervisor immediately after funeral leave is taken, and a copy of the obituary notice or other evidence of death attached, and shall require that notification be given by the employee to his/her immediate supervisor prior to taking funeral leave.
5. Funeral leave will not be deducted from sick leave but will be a separate allowance.

ARTICLE 13

PENSION BENEFITS

Pension benefits for employees covered by this Agreement shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to General City Employees. These pension benefits shall continue unchanged during the term of this Agreement, except for the following changes:

- a. Notwithstanding any provision of Chapter 36-05 of the Milwaukee City Charter and the Rules of the Annuity and Pension Board, for employees retiring on a service retirement allowance on or after January 1, 2005 with at least 5 years of City Service, hours worked as a City Laborer-Seasonal or Playground Laborer Seasonal (MPS) shall be taken into account in determining the amount of their service retirement allowance. The additional creditable service earned under this provision shall be granted in accordance with Board Rules and shall not exceed one year of creditable service. The additional creditable service earned under this paragraph shall not be taken into account for any other purpose including, but not limited to determining eligibility for a service retirement allowance under Chapter 36-05-1-d or f, a deferred retirement allowance under Chapter 36-05-6-b-2 or 6-d-

2, an early retirement allowance under Chapter 36-05-6-b-3 or 6-c, or eligibility for additional imputed service credit under Chapter 36-04-4.

- b. Creditable service for active military service, as provided in 36-04-2-c, shall be extended to employees represented by the Union who participate in the combined fund and who retire on a service retirement between January 1, 2004 and December 31, 2006.

ARTICLE 14

HEALTH INSURANCE

A. Benefits

1. Basic Plan

During the term of this Agreement, Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2003 City/Union Agreement, and as follows:

- a. Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Pre-Admission Review Contractor) to the requirement that it be performed on an outpatient basis, shall be covered.
- b. Existing benefits provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders, shall be available to each participant for a maximum of thirty (30) days during any one calendar year. For inpatient hospital treatment of nervous and mental disorders only, an extension to such maximum of no more than 30

additional days during the calendar year may be allowed where such extension is medically justifiable. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for inpatient hospital treatment of alcoholism, drug abuse and nervous and mental disorders shall remain unchanged.

- c. The maximum aggregate allowance limitation per participant during each calendar year on benefits providing outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an outpatient treatment facility, or a physician's office that are provided under the "Hospital Surgical-Medical Contract Base Coverage" part of the Basic Plan shall be \$2,000. All other provisions in respect to such benefits shall remain unchanged. Existing benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits that provide outpatient services for alcoholism, drug abuse and nervous and mental disorders rendered in the outpatient department of a hospital or in an outpatient treatment facility shall remain unchanged, except the current maximum benefits provided under the "Major Medical Coverage" part of the Basic Plan for benefits for professional services for psychiatric care, including any type of nervous or mental care rendered to a participant without confinement, shall be increased from 80% of one thousand (\$1,000) dollars of charges to 80% of two thousand dollars (\$2,000) of charges.
- d. The Utilization Review Case Management Program (UR/CM) program, as established by the City, shall remain in effect for all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program will be an independent review that assures each

patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever a physician recommends an elective procedure, the employee shall notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Administrator for that purpose. Any elective procedure not submitted to the designated UR/CM program representative (when established and the employees are duly notified) shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Administrator for that purpose; provided, however, that if bona fide medical circumstances applicable to the employee or their dependents preclude compliance with the 48-hour notification requirement, UR/CM shall authorize a reasonable extension of this time limit consistent with the circumstances. Following its review of an elective procedure contemplated for an employee, or dependents, UR/CM will inform the employee of its approval or denial of the procedure.

- e. If no decision is reached within ten working days, UR/CM will notify the employee of the status of the elective procedure.
- f. TEAM will be notified of any proposed changes in the UR/CM program before they are implemented.
- g. A medical "hot-line" as established by the City shall remain in effect. This "hot-line" shall put employees and their families in immediate touch with

health care professionals for information on the value, availability, use and price of the various health care services in the area.

- h. The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- i. Transplant Benefits
 - (1) Medically necessary human to human heart transplants shall be a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review Contractor and is subject to the terms and conditions of the Utilization Review Program set forth in subsection A.1.(d) of this Article, above.
 - (2) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- j. Effective January 1, 2002, the Major Medical lifetime maximum shall be increased from \$250,000 to \$500,000.

2. Health Maintenance Organization (HMO) Plans

An employee shall have the right to select coverage under a Health Maintenance Organization (HMO) Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits for employees enrolled in a HMO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.

3. Dental Insurance Benefits

a. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE

CITY OF MILWAUKEE, effective January 1, 1982, executed May 1, 1982. The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by a prepaid dental plan.

b. Prepaid Dental Plans (PDP)

An employee shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan. The benefits of the PDP selected shall be as established by the provider of the PDP.

4. Cost Containment Provisions Applicable to All Plans:

- a. The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- b. The City shall have the right to require an employee to execute a medical authorization to the applicable group to examine employee medical and/or dental records for auditing purposes.
- c. The City shall have the right to establish measures it deems necessary to eliminate excessive costs in the application of the benefits provided under A.1., A.2. and A.3.
- d. The City, in conjunction with its insurance administrator, carrier, or provider shall have the right to develop and implement any other cost containment measures it deems necessary.
- e. An employee's health/dental benefits shall terminate on the last day of the calendar month in which the employee separates from active service, except as provided in B.4. and B.5., below.

B. Eligibility for Benefits

- 1. Employees in active service whose normal hours of work average more than twenty (20) hours per week or whose normal hours of work average twenty (20) hours per week on a year-round basis in a position which is budgeted as half-time

or more, shall be entitled to health insurance benefits through either the Basic Plan or an HMO Plan at their option.

2. Employees shall not be eligible for the benefits provided in A., above, during the time period they are employed on a provisional, emergency, part-time (for purposes of this provision, employees shall be termed part-time employees when their normal hours of work average less than 20 hours per week) temporary, student-aide type or seasonal basis.
3. Employees in active service shall be entitled to Dental Plan benefits provided in A.3.a. and b., above, so long as they remain in active service. All employees, while in active service, may participate in a City Dental Plan as described in A.3.a. and b., above, with the same enrollment status that they maintain for their health insurance benefits. Individuals not in active service shall not be entitled to participate in the Dental Plan.
4. Employees in active service who commence receiving a duty disability retirement allowance during the term of this Agreement shall be entitled to the benefits provided in A.1. or A.2., for the term of this Agreement.
5. Employees who retire on normal pension (as defined in Chapter 36 of the City Charter, 1971 compilation as amended) during the term of this Agreement, with at least 15 years of creditable service, shall be entitled to the benefits provided in A.1. or A.2., during the term of this Agreement so long as they are at least age 60 and less than age 65; and, an employee in active service who retires having attained age 55 and 30 years of creditable service shall between the ages of 55 and 65 be entitled to the benefits provided in subsection A.1. or A.2. during the term of this Agreement. If a retiree eligible for these benefits dies prior to age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65.
6. Effective February 1, 2005, registered domestic partners of eligible City employees, if registered as such by the City Clerk as provided under Chapter 111

of the Milwaukee Code of Ordinances, shall be eligible to be covered under the employee's health and dental insurance. An employee who elects coverage for his or her domestic partner must be enrolled in the same plan.

C. Cost of Coverage - Basic Health Insurance or HMO Plan Only

1. Employees in Active Service

a. For Employees Enrolled in the Basic Plan

(1) For January 1, 2004, through December 31, 2004, except as provided in subsection E., below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$50.00 per month for single enrollment when such employee's enrollment status is single and \$100.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(2) For January 1, 2005 through December 31, 2005, except as provided in subsection E., below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$60.00 per month for single enrollment when such employee's enrollment status is single and \$120.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

(3) For January 1, 2006 through December 31, 2006, except as provided in subsection E., below, an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.

b. For Employees Enrolled in a Health Maintenance Organization Plan.

(1) Single Enrollment Status

Except as provided in subsection E., below, during calendar years 2004 through 2006, the City will contribute an amount towards meeting the subscriber cost for single enrollment in the plan elected of up to 100% of the respective calendar year monthly subscriber cost of single enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest single enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(2) Family Enrollment Status

Except as provided in subsection E., below, during calendar years 2004 through 2006, the City will contribute an amount towards meeting the subscriber cost for family enrollment in

the plan elected of up to 100% of the respective calendar year monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to subsection A.2., above, having the lowest family enrollment subscriber cost to the City. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

- c. Employees who exhaust their sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan they were covered under on the date their sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. The City's contribution towards the cost of maintaining the benefits during this period shall be as provided for in C.1., above. An employee returning from an unpaid medical leave, during which time he/she was receiving paid health insurance benefits under this provision, must remain in continuous active service for at least 15 calendar days to become eligible for another six-month extension of the health insurance coverage benefit provided hereunder. This provision shall not cover retirees (including disability retirements).
- d. The maximum City contributions provided above shall be determined by the employees' effective enrollment status; when their enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

2. Duty Disability

Depending on the individual's single/family enrollment status for calendar years

2004 through 2006, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection C.1 of this Article, above.

3. Employees Who Retire Between January 1, 2004, and December 31, 2006

- a. For eligible employees who retire between January 1, 2004, and December 31, 2004, the City will contribute an amount towards meeting the monthly subscriber cost for single or family enrollment in the plan elected of up to 100% of the monthly subscriber cost of either single or family enrollment in the Basic Plan during the period after normal service retirement the retiree is at least age 55 but less than age 65, in accordance with the terms of their eligibility under B.5., above. If the per capita subscriber cost for enrollment in the plan selected by the retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.
- b. Except as noted below, eligible employees under subsection B.5., who retire between January 1, 2005 and December 31, 2006 and who are enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$30 per month for single enrollment when such employee's enrollment status is single and \$60 per month for family enrollment when such employee's enrollment status is family. The amount of retiree contribution shall be deducted from the retiree's pension check. Any subscriber costs for single or family enrollment in excess of the above stated amounts shall be paid by the City. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost plan to retirees offered by the City, the foregoing \$30 employee contribution shall be waived. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic

Plan is the lowest family enrollment subscriber cost plan to retirees offered by the City, the foregoing \$60 employee contribution shall be waived.

- c. Except as noted below, for eligible employees under subsection B.5., who retire between January 1, 2005 and December 31, 2006 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for single enrollment for retirees in the HMO plan elected of 100% of the monthly subscriber cost of single enrollment in the Plan offered by the City pursuant to subsection A.1. or 2., above, having the lowest single enrollment subscriber cost for retirees to the City. For eligible employees under subsection B.5., who retire between January 1, 2005 and December 31, 2006 and who are enrolled in an HMO Plan, the City will contribute an amount towards meeting the monthly subscriber cost for family enrollment in the HMO plan elected of 100% of the monthly subscriber cost of family enrollment for retirees in the Plan offered by the City pursuant to subsection A.1. or 2., above, having the lowest family enrollment subscriber cost for retirees to the City. If the per capita subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the retiree shall have the amount of excess cost deducted from his/her pension check. In the event that the monthly subscriber cost to the City for single enrollment for retirees in the Basic Plan is the lowest single enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an amount towards meeting the subscriber cost for single enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of single enrollment for retirees in the Basic Plan. In the event that the monthly subscriber cost to the City for family enrollment for retirees in the Basic Plan is the lowest family enrollment subscriber cost for retirees to the City for both the Basic Plan and any HMO Plan, the City will contribute an

amount towards meeting the subscriber cost for family enrollment for retirees in an HMO Plan of 100% of the monthly subscriber cost of family enrollment for retirees in the Basic Plan.

- d. The term, "Basic Plan," as used in this subsection, shall mean the health insurance coverage provided under the Basic Plan provision in the Agreement between the City and the Union as is in effect from time to time.

- d. Surviving Spouse

The provisions of subsection C.3. shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsection B.5. of this Article.

D. Cost of Coverage -- Dental Plan

In calendar years 2004 through 2006, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. For half-time employees, the City shall contribute an amount up to \$6.50 per month for single enrollment and an amount up to \$18.75 per month for family enrollment towards meeting the subscriber cost of the dental plan elected. If the subscriber cost for single or family enrollment in the Dental Plan exceeds the maximum City contribution provided, the employees shall have the amount of such excess cost deducted from their paycheck on a monthly basis.

E. Pro rata Credit for Half-time Employees

An eligible employee whose normal hours of work average 20 hours per week on a year-round basis in a position which is budgeted as half-time or more shall contribute the following amount toward meeting the subscriber cost in the Plan elected:

1. An employee enrolled in the Basic Plan (single or family enrollment status) shall contribute an amount equal to fifty (50%) percent of the City contribution toward meeting the cost of the premium of the enrollment status elected as provided under subsection C.1.a., above; or
2. An employee enrolled in a HMO Plan with single enrollment status shall

contribute an amount equal to twenty-five (25%) percent of the City contribution toward meeting the cost of the single premium of the HMO Plan elected as provided under subsection C.1.b.(1), above; or

3. An employee enrolled in a HMO Plan with family enrollment status shall contribute an amount equal to forty (40%) percent of the City contribution toward meeting the cost of the family premium of the HMO Plan elected as provided under subsection C.1. b.(2), above.

The amount of employee contribution shall be deducted from the employee's paycheck on a monthly basis.

F. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in A., above, include amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Health Insurance Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in C., D. and E., above for employees covered by such a self-administered plan shall be reduced by an amount equal to one hundred percent (100%) of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. This provision shall not increase the dollar contributions paid by the employee during the term of this Agreement.

G. Non-duplication

1. If more than one City employee is a member of the same family, as defined in provisions of the Plans defined in A., above, the coverage shall be limited to one family plan, regardless of the date either spouse entered City Service.
2. When a member of the employee's family, as the term "family" is defined in the

provisions of the Plans defined in subsections A.1. or A.2. of this Article, above, is a City retiree receiving City Health Insurance benefits, the coverage shall be limited to one family plan.

3. For an employee who retires, if more than one City retiree is a member of the same family, as the term, "family," is defined in the provisions of the Plans defined in subsections A.1. or A.2. hereof, the retiree coverage provided by the City shall be limited to one plan.
4. In the event a program of health insurance is adopted by the Federal or State government and the City is required or elects to participate in it, benefits under the City Plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
5. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder only to the extent the retiree received such benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
6. City health insurance cost contributions provided hereunder to a retiree shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while a retiree is receiving the benefits hereunder.
7. After any deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
8. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in C., above, towards the cost of coverage for the City's Medicare Supplemental Plan.

H. Right of City to Select Carrier

The City retains the right to select and, from time to time, to change any of its carriers that provide the benefits set forth in A., above; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer

them (in this circumstance the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

I. Employees on Leave of Absence, Layoff or Suspension

An employee in active service may elect to be covered by the benefits in subsections A.1. or A.2., above, while on an authorized leave of absence, layoff or suspension. Individuals on an authorized leave of absence, layoff or suspension, shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first twelve (12) months of an employee's authorized leave of absence.

J. There shall be a 270-day waiting period for pre-existing conditions for the benefits provided by the basic plan.

K. An employee who is recalled from layoff for a period of less than twenty (20) consecutive work days shall not be entitled to the benefits provided under A.1., A.2., A.3., or A.4., above.

L. Joint Labor/Management Health Care Cost Containment Committee

The City and Union will establish an Advisory Joint Labor /Management Health Care Cost Containment Committee. The Committee will be comprised of an equal number of Union and City representatives. The Committee's function is to review City health insurance experience data, study methods of cost control, educate employees regarding health insurance utilization and health care, and make recommendations to the City Labor Negotiator concerning these matters.

M. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be effective from January 1, 2004, through December 31, 2006.

ARTICLE 15

LIFE INSURANCE

A. Amount of Life Insurance Coverage

1. Base Coverage. The amount of base coverage to which an employee under age 65 is eligible shall be equal to the employee's annual base salary to the next higher thousand dollars of earnings.
2. Optional Coverage. During an annual open enrollment period established by the City, an employee in active service or who after that date retires on disability and under the age of 65 eligible for and taking base coverage, shall be eligible to apply for supplemental coverage, at his/her option in increments of \$1,000 to a maximum of 1.5 times his/her annual basic salary rounded to the next higher thousand dollars of earnings.
3. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for 100% of annual base salary on the day immediately preceding his/her sixty-fifth (65th) birthday is entitled shall be reduced by 33-1/3% on his/her sixty-fifth (65th) birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.
4. Upon attaining age 65, the amount of life insurance coverage to which an employee who was insured for more than 100% of annual base salary on the day immediately preceding his/her 65th birthday is entitled shall be reduced by 33-1/3% on his/her 65th birthday and by an additional 16-2/3% on his/her seventieth (70th) birthday and by an additional 16-2/3% on his/her seventy-fifth (75th) birthday but in no event to less than 50% of annual base salary. "Employee" shall have the meaning given in S350-25(3) of the Milwaukee Code of Ordinances.

B. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semi-annually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. "Annual Base Salary Rate" means an amount equivalent to the employee's biweekly base salary, as defined and determined under the BASE SALARY provision of this Agreement, divided by fourteen and then multiplied by

three hundred and sixty-five.

C. Conditions and Eligibility for Election of Coverage

1. Subject to the terms and conditions provided below, employees who elect this life insurance coverage must appear on the City's regular payroll as full time (40 hours per week) employees for 180 consecutive calendar days or as half-time (at least 20 hours per week) employees for 365 consecutive calendar days following the initial date of their employment with the City.
2. The election of life insurance coverage shall be in a manner prescribed by the City.
3. An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 calendar days after eligibility is first established. Otherwise the election shall be made only on such terms as are established by the City and/or its life insurance carrier.
4. An employee shall become entitled to these life insurance coverage benefits 30 calendar days after electing such coverage.
5. An employee re-employed subsequent to a separation from active service must re-establish eligibility for life insurance coverage in the same way as a new employee.
6. An employee who has previously waived life insurance coverage provided by the City shall be permitted to elect life insurance coverage only on such terms as are established from time to time by the City and/or its life insurance carrier.

D. Cost of Life Insurance Coverage

Eligible employees who elect life insurance coverage shall pay to the City an amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$35,000. Eligible half-time employees shall pay to the City an amount equal to 21 cents per month for each \$1,000 of coverage in excess of \$18,000. The City shall make all other necessary payments for the life insurance coverage.

E. Conditions and Limitations on Benefits

1. An employee eligible to elect life insurance coverage must elect the maximum amount to which the employee is entitled under Base Coverage.

2. Life insurance benefits payable under any State or Federal law to the beneficiary of an employee as a result of the employee's employment with the City shall operate to reduce benefits payable under the terms of this paragraph by an amount equivalent to such State or Federal benefits.
3. The terms and conditions for receipt of life insurance benefit shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to self-insure, by the City.

F. Right of the City to Change Carrier

The City may select and change the carrier(s) that provide the benefits set forth above. The City may also provide these life insurance benefits on a self-insured basis.

ARTICLE 16

MISCELLANEOUS ALLOWANCES

A. Tuition Reimbursement

1. For courses qualifying for tuition reimbursement, subject to the conditions and standards established by the City, the City shall provide the employee reimbursement of his/her tuition fees up to a combined maximum of \$2200 for the calendar years 2005 and 2006.
2. Any portion of the specified reimbursement in A.1., above, may be applied to the costs of textbooks and laboratory fees.
3. Of the specified reimbursement in A.1., above, a maximum reimbursement of \$125 may be applied for approved professional dues.
4. Of the specified reimbursement in A.1., above, tuition reimbursement will also cover an approved job-related short course.
5. Coursework approved to be on City time by both the employee's department head and the Employee Relations Director may be on City time. Employees granted time off with pay under this provision will be eligible for tuition reimbursement as specified in Section A. of this Article, independent of B. Educational Days With

Pay, below.

6. The City shall administer this program in accordance with practices established for the City's general reimbursement program.
7. An employee must remain in service for a six-month period after receiving Tuition and Textbook reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck. An employee is eligible for this program immediately after date of hire.
8. Payment of reimbursement described under 16.A.1., above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the approved courses of study is received. The City may pay up front the tuition and textbook costs for programs offered by and as determined by the City's Training and Development Services Unit. If an employee does not meet criteria as established by the City's Training and Development Services Unit, payment will be deducted from the employee's paycheck.

B. Educational Days With Pay

Subject to the approval of their department or division head, employees are entitled to receive up to two (2) calendar days off with pay per calendar year to attend outside seminars scheduled during their normal workday. Such seminars must be job related. The department head or division head shall take into consideration the department needs in making a determination if such days off will be approved. Employees granted time off with pay under this provision are not eligible for reimbursement of any of the costs of the seminar under Tuition Reimbursement benefit provision.

C. Automobile Allowance

1. Mileage incurred on official City business by an employee authorized to be reimbursed for the use of his private automobile shall be made once per month based on the rate schedule listed in Appendix D., attached hereto and made a part hereof.
2. The Base Amount (Flat Amount) shall be \$29 per month for calendar years 2004,

2005 and 2006.

3. General Provisions

- a. Travel by an employee in the conduct of any union business shall not be considered official City business and the employee shall not be entitled to the benefits provided hereunder.
- b. Automobile allowance reimbursement payments will be made as soon as administratively practicable after the completion of each month.
- c. Automobile allowance payments shall not be included in any computation of pension benefits, overtime payments or any other benefit.
- d. The employee shall follow the procedures established by the City for receiving an automobile allowance as a condition for receiving payment.

D. Safety Shoes

- 1.
 - a. The City shall reimburse an employee whose work the City determines requires that the employee wear safety shoes. The reimbursement amount shall be up to a maximum of one hundred fifteen dollars (\$115) per year in calendar years 2004 through 2006. During the term of this contract, non-field employees shall be entitled to reimbursement in 2005 or 2006, but not both years.
 - b. Any employee can request reimbursement for replacing safety shoes that are damaged in a job site incident, if said safety shoes are determined to no longer provide useful protection as a result of the job site incident. Reimbursement shall be up to the amount provided under 16.D.1.a., above, for the respective year of the job site incident.
- 2. Employees must comply with the following requirements and procedures before a safety shoe allowance can be granted:
 - a. One pair of safety shoes (classified and stamped ANSI or USAS Z41.1991/75 or with the newest ANSI or USAS number identified by the City) must be purchased.

- b. Proof of purchase must be presented to the immediate management supervisor prior to December 31st of the calendar year in which the claim is made, unless the claim is for reimbursement under 16.D.1.b, above. Proof of purchase shall consist of a dated receipt bearing the name of the employee which clearly shows that one pair of safety shoes was purchased.
 - c. The style of shoe must meet department requirements.
 - d. A minimum of eight weeks on the payroll is required during the year in which a claim is made.
 - e. Reimbursement requests that are made under 16.D.1.b., above, shall include verification of the job site incident.
3. No employee may participate in more than one City sponsored safety shoe program.

E. License Fees

The City shall reimburse an employee up to \$60.00 biannually toward the cost of his/her Professional Engineer, Registered Architect, Registered Land Surveyor or Registered Designer license fee. Notwithstanding the above, if the license is used to advance through M-steps in lieu of course work, an employee shall not be eligible for reimbursement until such time the employee meets the M-step advancement requirements through criteria other than the professional license.

F. Bus Discount Fare Program

The City's Bus Discount Fare Program for non-represented employees shall be extended to employees represented by TEAM.

G. Half-Time Employees

An employee who is employed for an average of 20 hours per week shall be eligible for the following employment benefits on a pro rata basis, but only when and to the extent provided for in this Agreement:

Vacations
Holidays
Sick Leave

Funeral Leave
Sick Leave Incentive Program
Jury Duty
Tuition and Textbook Reimbursement
Life Insurance

In addition, an employee shall be eligible for one "09" Day and Health Insurance.

Payment of Health Insurance premiums shall be prorated. Eligibility for the above benefits shall be confined to the actual employment period.

ARTICLE 17

SENIORITY FOR LAYOFF PURPOSES

- A. 1. (a) Seniority for layoff purposes is defined as the relative status of an employee based upon his/her regular appointment date in a particular job title and job represented by the Union within the department; to which will be added, in case of a reduction to a lower classification, the seniority the affected employee had in other job titles and jobs represented by the Union within the department. Where general job titles exist and are involved in a prospective layoff, the uniqueness of a "job" will be determined by the City on the basis of whether it is the City's current practice generally to conduct separate examinations for entry into the position, or the employee has entered the position customarily by special City Service procedures, or extensive specialized training in excess of five months is required after appointment.
- (b) For the purposes of layoff, up to four officers of the union (the president and three additional officers of the union) shall have seniority preference over all other employees in their respective jobs and job titles within the department.
2. Effective November 28, 2000, the conditions under which a manager or supervisor may return to the TEAM bargaining unit or retain seniority shall be as stated in Section 17.A.2.(a) and (b) below. Prior to that date, Section 17.A.2. of the 1997-1998 City/Union labor agreement shall apply.

- (a) An employee who accepts a promotion into a management or supervisory position shall retain his/her seniority, but shall not be entitled to accumulate any additional seniority while holding a management or supervisory position.
 - (b) Upon a reduction in supervisory and/or managerial positions, the supervisory or managerial employee affected may return to a job or job title he/she previously held in the TEAM bargaining unit, provided it does not result in any current TEAM represented employee being laid off or transferred outside of the TEAM bargaining unit.
- B. If the City reduces its work force, it shall give the Union at least four weeks notice prior to the effective date of the layoff of the initially affected employee. The City and the Union shall meet within three working days of the notice to discuss layoffs. The City, at this meeting, shall provide the Union with a current seniority list of the department. At this meeting, the Union will identify those employees who are subject to the terms of A.1.(b), above.
- C.
 - 1. When layoffs are occasioned by emergency or are not expected to exceed 20 working days, the foregoing provisions regarding notice and the rules hereinafter set forth shall not apply. In such cases, the City shall notify the Union immediately of the situation and shall meet with the Union within three working days to fully apprise it of its reasons for layoff and the expected duration thereof.
 - 2. When layoffs occur in jobs or are occasioned by layoffs in jobs in divisions where seasonal fluctuations are traditional, the provisions of B. and C.1., above, as regards notice by the City and the requirements of meeting with the Union shall not apply.
 - 3. When seasonal layoffs or recalls occur in classifications where subsequent layoffs or recalls are likely or in work activities in which the last work will be performed in subsequent weeks, the City shall have the right to layoff or recall employees out of their order of seniority for a period of up to 20 work days. Where the employee

elects to waive recall to the first opening and agrees to wait until "primary" jobs open in the "main" division, the City will not challenge unemployment compensation.

- D. 1. When it becomes necessary to reduce the work force in a particular job, the employees with the least seniority in the job and job title shall be laid off and bump the least senior employee holding a job and job title which the affected employee held if:
- a) The affected employee has more seniority.
 - b) The affected employee is capable of performing the job of the employee with lesser seniority.
 - c) The affected employee transfers or bumps to a position in the same or lower pay range than the affected employee currently holds.
2. When an employee with insufficient seniority has, in the judgment of the City and the Union, an obvious ability to perform a related job within the same division in the same or lower pay range held by an employee or employees with lesser seniority, the City and Union may discuss and determine placement of such affected employee in such job. When such conditions are met and the City and the Union are in disagreement, an affected employee who meets minimum qualifications shall be given upon request, an appropriate qualifying examination and/or appropriate physical examination and the employee shall be allowed to take a transfer or reduction in rank if the employee achieves a passing grade.

E. Breaks in Seniority

1. Union bargaining unit seniority shall be broken when an employee:
- a) Retires;
 - b) Resigns from City Service;
 - c) Is discharged and the discharge is not reversed;
 - d) Is terminated during his/her initial probationary period;
 - e) Is not recalled from a layoff for a period of three years if the layoff results

in a discontinuation of the employee's service with the City;

- f) Is recalled from a layoff and does not report for work within three calendar weeks;
- g) Does not return at the expiration of a leave of absence;
- h) Is transferred/promoted to a non-management or non-supervisory classification outside the Union bargaining unit and successfully completes the probationary period for that position.

2. Classification seniority shall be broken when an employee:

- a) Is terminated during a probationary period;
- b) Is voluntarily or involuntarily demoted.
- c) Is not recalled from a layoff for a period of eleven (11) years, if during the layoff the employee's service with the City is continuous.

In case of b), above, if the employee is reinstated or promoted to the position from which he/she was demoted, the date of such reinstatement or promotion shall become the employee's classification seniority date unless otherwise determined by the City Service Commission.

- F. 1. A senior employee who elects to take a position in a lower pay range held by an employee with less seniority shall be paid at the normal maximum of the pay range in which the job falls. However, an employee who elects to take a position in a rate range which has special attainment steps, who meets the qualifications prescribed, or who would have qualified for them on the date the appropriate contract became effective, shall be paid the appropriate step. In no event shall the employee by application of this provision be paid in excess of the rate of pay the employee was earning prior to his/her reduction.
2. When an employee who has been reduced in rank from a position the employee previously held is recalled to a job classification in a pay level above his/her current position but lower than the pay levels of the original position, the employee will be paid at a rate nearest the rate paid in the original position. In no event shall

the employee, by application of this clause, be paid in excess of the rate he was earning prior to his reduction. This paragraph will not apply to the laborer and other related positions now covered by the "time in grade" rule for positions affected by seasonal fluctuations.

- G.
 - 1. Recall to the job shall be by application of seniority in reverse order of layoff. An employee who has not qualified for a lower rated job shall not be recalled until the position the employee held at the time of his/her layoff again becomes available.
 - 2. When a reduction affects an employee who held a previous position in another division and the employee is to return to that division, the employee shall be reinstated to all previous promotion lists that the employee was on before being promoted.
 - 3. Where an employee with ten years of seniority service in a given department is promoted or transferred to another department and is subsequently affected by a reduction in force in the new department that would result in a discontinuation of the employee's service with the City, such employees shall have an option (which must be exercised, if at all, within five days of the employee's notice of such reduction in force) to return to such former department and thereupon exercise such seniority rights as the employee has in said former department in accordance with paragraph D of this Article.
- H. Employees in an affected job and job title having the same starting date shall have their relative seniority status determined as follows:
 - 1. If said employees' names appear on a single eligible list for the affected job, then their relative seniority status shall be determined by their rank on the eligible list. Ranking procedures for eligible lists are governed by City Civil Service rules and procedures.
 - 2. If rank on an eligible list is not determinative, relative seniority status shall be determined by lot at the Division of Labor Relations with a Union member present.
- I. An employee hired or promoted by the City on a regular appointment basis under City

Service Commission rules and regulations into a program or project which depends for its continued existence on the availability to the City of federal or state funds shall be subject to the provisions of this Article. An employee hired on an exempt basis by the City directly into such a program or project shall not be subject to the provisions of this article. An employee transferred into one of said programs or projects who had attained City Service status at time of entry into such programs or projects shall continue to accrue seniority during the course of his/her service in such programs or projects and shall be subject to the provisions of this Article.

- J. This Article is extended pro tanto to the following departments in which members of TEAM are employed and to any other departments that are certified into TEAM during the duration of this Agreement:

Department of Neighborhood Services

Department of Public Works

Engineering Division of the Port of Milwaukee

Department of City Development

Each of said departments will be administered as a separate unit for purposes of seniority in case of layoff.

- K. Except for employees in positions covered by subsection A.2., above, or L., below, employees covered by this Agreement from and after August 5, 1990, shall not have bumping and recall rights to positions outside the Union's bargaining unit.
- L. In the event another City union agrees to allow employees in positions represented by TEAM to bump into their bargaining unit and such agreement is included in their labor agreement with the City or an amendment to their labor agreement, then employees shall have bumping and recall rights to positions outside the Union bargaining unit as provided in that affected Union's labor agreement with the City.

ARTICLE 18

JOINT CITY-UNION EARLY INTERVENTION PROGRAM

A Joint City-Union Early Intervention Program shall be established in accordance with the May 12, 1993 agreement between the City and Union.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize the obligation of the City to comply with the Americans with Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, that may conflict with this Agreement, it will meet with the Union to discuss those steps that may be taken in that individual case. In those discussions the parties will respect the confidentiality of the disabled person as required by the Act.

ARTICLE 20

LONG TERM DISABILITY PROGRAM

1. Basic coverage featuring benefits to age 65 after an elimination period of 180 calendar days will be provided at no cost to employees who work at least 20 hours per week on a year-round basis and have completed six months of active service following a regular or exempt appointment. Shorter elimination periods will be available through payroll deductions. An employee who is or becomes in a laid off situation shall not be eligible for LTD benefits. LTD benefits will begin only after all other temporary disability benefits, such as accumulated sick leave, have been exhausted.
2. During a qualifying period of disability, the LTD benefit program will provide no less than 60% of monthly base earnings (excluding bonuses and overtime) as income replacement, up to a maximum of \$5,000.00 per month, reduced by all available temporary disability benefits such as sick leave benefits; amounts available from any other city, state or federal programs which may be paid on account of the same disability; and any income earned by the employee during the period of disability.
3. Benefits payable under the LTD benefit program shall be established by an LTD benefit

administrator selected by the City. The LTD benefit administrator shall provide a procedure for an employee to dispute claims and claim decisions. No dispute arising under the LTD benefit program shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the City has failed to pay required payments to the LTD benefit administrator.

4. The City shall retain the right to manage, at its sole discretion, the administration and funding of the LTD benefit program, including, but not limited to selecting, changing, or terminating third party LTD benefit administrators, operating as the LTD benefit administrator, establishing and managing reserve funds in relation to the LTD benefit program, self-funding the LTD benefit program, and entering into or terminating insurance agreements in relation to the LTD benefit program.

ARTICLE 21

MISCELLANEOUS PROVISIONS

A. Subordinate to Charter

In the event that the provisions of this Agreement or its application conflict with the legislative authority delegated to the City Common Council, or the City Service Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the City Service Commission as they are provided for in Sections 63.18 through 63.53 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes) then this Agreement shall be subordinate to such authority.

B. Waiver of Negotiations

Each party waives the right and agrees that the other shall not be obligated to bargain collectively on any subject whether or not covered in this agreement during its term even though such subject may not have been within their knowledge or contemplation at the time they signed this agreement. This agreement may be amended only in writing and by

mutual consent. This waiver does not apply to bargaining for a new agreement that would take effect after this agreement expires.

C. Ordinance and Resolution References

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement nor shall they add to, modify, diminish or otherwise vary any of the benefits or obligations provided in this Agreement unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

D. Aid to Construction of Provisions of Agreement

For purposes of construction, this Agreement shall be considered to have been executed on the day the Agreement is approved by the Common Council.

E. Saving Clause

If any part of this agreement is held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part is restrained, the remainder of this agreement shall not be affected.

F. Entire Agreement

The foregoing is intended to be an entire agreement between the parties and to be consistent with S111.70, Wisconsin Statutes. No verbal statement shall supersede any of its provisions.

Signed this _____ day of _____, 2005.

By:

By:

William Sprotte President

Maria L. Monteagudo
Employee Relations Director

David A. Kwiatkowski
City Labor Negotiator

Elisabeth F. Schraith
Staff Representative

Chuck Schumacher
Staff Representative

For Technicians, Engineers and
Architects of Milwaukee:

For the City of Milwaukee:

Dennis Sampson, Vice President

Tom Barrett, Mayor

Eyad Mizian

Willie L. Hines Jr., President
Common Council

Tom Tarkowski

Ronald D. Leonhardt, City Clerk

Joseph Winiarski

W. Martin Morics, Comptroller

Zafar Yousuf

Michael J. Murphy, Chairman
Finance and Personnel Committee

Signatures

04, 05 & 06 LC.doc
labr/team

Appendix "A" - 2004 Rates of Pay

The following chart expresses the 2004 rates of pay effective Pay Period 1, 2004 (December 21, 2003)

Official Rate - Biweekly

Pay Range 619

\$1,442.59	\$1,505.49	\$1,571.13	\$1,639.67	\$1,723.68
------------	------------	------------	------------	------------

Pay Range 620

Official Rate - Biweekly

\$1,505.49	\$1,571.13	\$1,639.67	\$1,711.14	\$1,785.77	\$1,863.63*
\$1,944.84*	\$2,042.26*				

*Technical "M" Ranges.

Pay Range 621

Official Rate - Biweekly

\$1,711.14	\$1,785.77	\$1,863.63	\$1,944.84	\$2,042.26
------------	------------	------------	------------	------------

Pay Range 622

Official Rate - Biweekly

\$1,785.77	\$1,863.63	\$1,944.84	\$2,029.70	\$2,118.18	\$2,210.54*
\$2,319.53*					

*Technical "M" Ranges.

Pay Range 624

Official Rate - Biweekly

\$1,711.14	\$1,785.77	\$1,863.63	\$1,944.84	\$2,042.26
------------	------------	------------	------------	------------

Pay Range 625

Official Rate - Biweekly

\$1,899.91	\$1,991.08	\$2,086.70	\$2,186.84	\$2,291.78	\$2,401.81
\$2,517.08					

Pay Range 626

Official Rate - Biweekly

\$1,944.84	\$2,029.70	\$2,118.18	\$2,210.54	\$2,319.53
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,118.18	\$2,210.54	\$2,306.96	\$2,407.49	\$2,525.02
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,209.80	\$2,306.96	\$2,407.49	\$2,512.45	\$2,634.58
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,209.80	\$2,307.04	\$2,408.54	\$2,514.53	\$2,625.16	\$2,740.67
\$2,861.25					

Pay Range 630

Official Rate - Biweekly

\$2,512.45	\$2,622.00	\$2,736.36	\$2,855.66	\$2,992.79
------------	------------	------------	------------	------------

Appendix "B" - 2005 Rates of Pay

The following chart expresses the 2005 rates of pay effective Pay Period 1, 2005 (December 19, 2004).

Pay Range 619

Official Rate - Biweekly

\$1,485.87	\$1,550.65	\$1,618.26	\$1,688.86	\$1,775.39
------------	------------	------------	------------	------------

Pay Range 620

Official Rate - Biweekly

\$1,550.65	\$1,618.26	\$1,688.86	\$1,762.47	\$1,839.34	\$1,919.54*
\$2,003.19*	\$2,103.53*				

*Technical "M" Ranges.

Pay Range 621

Official Rate - Biweekly

\$1,762.47	\$1,839.34	\$1,919.54	\$2,003.19	\$2,103.53
------------	------------	------------	------------	------------

Pay Range 622

Official Rate - Biweekly

\$1,839.34	\$1,919.54	\$2,003.19	\$2,090.59	\$2,181.73	\$2,276.86*
\$2,389.12*					

*Technical "M" Ranges.

Pay Range 624

Official Rate - Biweekly

\$1,762.47	\$1,839.34	\$1,919.54	\$2,003.19	\$2,103.53
------------	------------	------------	------------	------------

Pay Range 625

Official Rate - Biweekly

\$1,956.91	\$2,050.81	\$2,149.30	\$2,252.45	\$2,360.53	\$2,473.86
\$2,592.59					

Pay Range 626

Official Rate - Biweekly

\$2,003.19	\$2,090.59	\$2,181.73	\$2,276.86	\$2,389.12
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,181.73	\$2,276.86	\$2,376.17	\$2,479.71	\$2,600.77
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,276.09	\$2,376.17	\$2,479.71	\$2,587.82	\$2,713.62
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,276.09	\$2,376.25	\$2,480.80	\$2,589.97	\$2,703.91	\$2,822.89
\$2,947.09					

Pay Range 630

Official Rate - Biweekly

\$2,587.82	\$2,700.66	\$2,818.45	\$2,941.33	\$3,082.57
------------	------------	------------	------------	------------

Appendix "C" 2006 Rates of Pay

The following chart expresses the 2006 rates of pay effective Pay Period 1, 2006 (January 1, 2006).

Pay Range 619

Official Rate - Biweekly

\$1,530.45	\$1,597.17	\$1,666.81	\$1,739.53	\$1,828.65
------------	------------	------------	------------	------------

Pay Range 620

Official Rate - Biweekly

\$1,597.17	\$1,666.81	\$1,739.53	\$1,815.34	\$1,894.52	\$1,977.13*
\$2,063.29*	\$2,166.64*				

*Technical "M" Ranges.

Pay Range 621

Official Rate - Biweekly

\$1,815.34	\$1,894.52	\$1,977.13	\$2,063.29	\$2,166.64
------------	------------	------------	------------	------------

Pay Range 622

Official Rate - Biweekly

\$1,894.52	\$1,977.13	\$2,063.29	\$2,153.31	\$2,247.18	\$2,345.17*
\$2,460.79*					

*Technical "M" Ranges.

Pay Range 624

Official Rate - Biweekly

\$1,815.34	\$1,894.52	\$1,977.13	\$2,063.29	\$2,166.64
------------	------------	------------	------------	------------

Pay Range 625

Official Rate - Biweekly

\$2,015.62	\$2,112.33	\$2,213.78	\$2,320.02	\$2,431.35	\$2,548.08
\$2,670.37					

Pay Range 626

Official Rate - Biweekly

\$2,063.29	\$2,153.31	\$2,247.18	\$2,345.17	\$2,460.79
------------	------------	------------	------------	------------

Pay Range 627

Official Rate - Biweekly

\$2,247.18	\$2,345.17	\$2,447.46	\$2,554.10	\$2,678.79
------------	------------	------------	------------	------------

Pay Range 628

Official Rate - Biweekly

\$2,344.37	\$2,447.46	\$2,554.10	\$2,665.45	\$2,795.03
------------	------------	------------	------------	------------

Pay Range 629

Official Rate - Biweekly

\$2,344.37	\$2,447.54	\$2,555.22	\$2,667.67	\$2,785.03	\$2,907.58
\$3,035.50					

Pay Range 630

Official Rate - Biweekly

\$2,665.45	\$2,781.68	\$2,903.00	\$3,029.57	\$3,175.05
------------	------------	------------	------------	------------

Appendix "D" - 2004-2006 Automobile Allowance

Monthly Miles Driven	Monthly Base Amount	Additional Cents Per Mile ^{1/}
0-134	29.00	0
135-200	29.00	46.5
201-300	59.69	42.4
301-400	102.09	35.5
401-500	137.59	33.0
501-600	170.59	32.5

^{1/} These additional cents per mile are only paid for the miles driven in the particular range. For example, if employees drive 350 miles in a month, they receive the 35.5 per mile only for miles 301 through 350.

MEMORANDUM OF UNDERSTANDING
Between
TECHNICIANS, ENGINEERS AND ARCHITECTS OF MILWAUKEE (TEAM)
And
THE NEGOTIATING TEAM FOR THE CITY OF MILWAUKEE

This Memorandum records the agreement reached on all items between the parties for the time period commencing January 1, 2004, and expiring December 31, 2006. The negotiating committee for Technicians, Engineers and Architects of Milwaukee (TEAM) (their signatures appear below) agree to recommend and support ratification and adoption of this Agreement to their principals.

Upon receiving notice from the negotiating committee of Technicians, Engineers and Architects of Milwaukee (TEAM) that their membership has properly ratified and adopted this Agreement, the City of Milwaukee Negotiating Team agrees to recommend the items contained in this Agreement to the Common Council of the City of Milwaukee and support their adoption.

Dated May _____, 2005

Representatives of Technicians, Engineers and Architects of Milwaukee (TEAM)	Representatives of the City of Milwaukee